



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code LAKEARR916		SC	Dept. ECD	A	Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel							
County Department Economic and Community Development					Dept. ECD	Orgn. ECD	Contractor's License No.		
County Department Contract Representative Imelda Mata					Ph. Ext. (909) 388-0835	Amount of Contract \$88,561.93			
Fund AAA	Dept. ECD	Organization ECD	Appr. 200	Obj/Rev Source 2135	Activity	GRC/PROJ/JOB Number			
Commodity Code				Estimated Payment Total by Fiscal Year					
Project Name				FY 99	Amount \$88,561.93	I/D	FY	Amount	I/D
							DO NOT	ENCUMBER	
							ONE-TIME	PAYMENT	

CONTRACTOR Lake Arrowhead Communities Chamber of Commerce

Birth Date N/A Federal ID No. or Social Security No. N/A

Contractor's Representative Valerie Smith, Executive Director

Address P.O. Box 219, Lake Arrowhead, CA 92382 Phone (909) 337-3715

Nature of Contract: *(Briefly describe the general terms of the contract)*

Contract is for promotion of recreation and tourism.

THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form	Reviewed as to Affirmative Action	Reviewed for Processing
County Counsel		Agency Administrator/CAO
Date	Date	Date

**CONTRACT BETWEEN
THE COUNTY OF SAN BERNARDINO
AND THE
LAKE ARROWHEAD COMMUNITIES CHAMBER OF COMMERCE
FOR THE SUPPORT OF RECREATION AND TOURISM**

THIS CONTRACT is entered into in the State of California by and between the COUNTY of San Bernardino, hereinafter called "COUNTY", and the Lake Arrowhead Communities Chamber of Commerce hereinafter called "CONTRACTOR":

WITNESSETH

WHEREAS, COUNTY recognizes the importance of a viable recreation and tourism industry as an important part of a healthy and stable economy for its citizens and that the Chambers of Commerce provides a valuable service for their COUNTY and community; and

WHEREAS, COUNTY has consistently supported recreation and tourism for many years by a variety of policies and programs; and

WHEREAS, COUNTY desires to assist qualified Chambers of Commerce in unincorporated communities of the COUNTY in activities to promote recreation and tourism activity, thereby marketing the COUNTY to visitors and travelers; and

WHEREAS, CONTRACTOR is such a qualified Chamber of Commerce and has indicated a desire to promote recreation and tourism in its community;

NOW, THEREFORE, for the mutual consideration hereafter set forth, the parties hereto agree as follows:

1. Subject to the provisions of this Contract, CONTRACTOR agrees to utilize funds received from COUNTY for the purpose of promoting tourism and/or tourism-related recreational activities during the current calendar year, 1999.
2. Such promotional activities shall be in good taste as viewed by COUNTY's designated representative.
3. The amount of this Contract shall be \$88,561.93.
4. CONTRACTOR shall submit on or before March 31, 1999, a plan for promotional activities to be conducted by CONTRACTOR with funds received under this Contract. Said plans shall include a list of the activities to be performed during the year and a budget in such detail and format as COUNTY shall require. Said plan shall constitute the statement of work to be performed under this Contract, and shall relate solely to the promotion of tourism and/or tourism-related recreational activities.
5. CONTRACTOR agrees to provide proof of agreed promotional activities upon demand at any time to a COUNTY representative designated to monitor CONTRACTOR's performance. CONTRACTOR must provide a full accounting of all funds received, whether expended or encumbered, in writing to COUNTY, signed by CONTRACTOR's President or designated representative, no later than April 15, 2000. Such proof shall be in the form of a short written narrative

with attached copies of receipts, insertion orders, advertisements, maps and brochures. Failure to comply with this requirement no later than the date herein specified may result in CONTRACTOR not being included in the list of recipient organizations for the next succeeding year's disbursements, if any.

6. Throughout the term of this Contract, CONTRACTOR must maintain its Federal and State tax exempt status as a duly constituted non-profit organization incorporated in the State of California. Proof of such status must be furnished to COUNTY upon its request therefore. CONTRACTOR shall not be considered an employee or officer of COUNTY as a result of this Contract.
7. COUNTY's Director of the Department of Economic and Community Development is hereby designated to be the representative of COUNTY for all matters relating to this Contract.
8. CONTRACTOR warrants that it possesses legal authority to apply for and carry out the terms and conditions of this Contract. CONTRACTOR further warrants that a resolution, motion, or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the performance of this Contract and directing and authorizing the person identified as the official representative of CONTRACTOR to act in connection with this Contract and to provide such additional information as may be required.
9. CONTRACTOR covenants that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, providing, in part, that no person in the United States shall on the grounds of race, color, sex, or national origin to be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR will immediately take any measures necessary to effectuate this covenant.
10. CONTRACTOR further covenants that it will comply with the requirement that no program under this Contract shall involve political activities. No funds shall be used for lobbying activities.
11. CONTRACTOR will give COUNTY Director of Department of Economic and Community Development and the Auditor/Controller of the COUNTY, through any representative thereof, access to and the right to examine all records, books, papers or documents related to this Contract to assure that the funds are being expended in accordance to the provisions of this Contract.
12. Indemnification - The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance Requirements - Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Worker's Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY

Proof of Coverage - CONTRACTOR shall immediately furnish certificates of insurance to COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

13. Severability of Provisions

If any provision of this Contract is held to be invalid by the final decision of a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

14. Suspension or Termination of Contract

- a. Should DIRECTOR determine that suspension or termination of this Contract is required, DIRECTOR shall forward a written notice of such determination to CONTRACTOR fourteen (14) days prior to any initiation of termination or suspension procedures by DIRECTOR. Such notice shall contain a detailed statement of the facts upon which DIRECTOR's determination is based and shall set a time and place to conduct a meeting with CONTRACTOR to discuss whether termination or suspension procedures will be initiated.

If DIRECTOR determines that termination procedures are necessary, DIRECTOR shall recommend termination to the Board of Supervisors. If the Board approves termination, this Contract shall be terminated upon seven (7) days written notice to CONTRACTOR.

If DIRECTOR determines suspension procedures are necessary, DIRECTOR shall have the authority to suspend funds until corrections are made in a manner satisfactory to DIRECTOR. In no event shall the time allowed for correction exceed thirty (30) days, unless DIRECTOR agrees to a continuance, which may not exceed an additional thirty (30) days and may be granted only once.

- b. CONTRACTOR may only be terminated or funds suspended in whole or in part for cause. Cause shall include, but not be limited to, the following:
 1. Failure of CONTRACTOR to comply in any substantial or material respect with any terms or conditions of this Contract; or
 2. CONTRACTOR is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by order, by regulations, or by other policy announced by the Board of Supervisors at any time.
- c. Upon termination of this Contract, CONTRACTOR will remit any unencumbered funds from COUNTY as determined by the COUNTY to be due it. The action of COUNTY in accepting any such amount shall not constitute a waiver of any claims which COUNTY may otherwise have arising out of this Contract.
- d. Upon suspension of funds, CONTRACTOR agrees not to expend any funds for any purposes as to which COUNTY has determined that suspension of funds is necessary.

15. CONTRACTOR shall not assign this Contract or any monies due or to become due hereunder except as specified in the terms of this Contract, without having first obtained the written consent of COUNTY.

16. CONTRACTOR shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 11-15 and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

COUNTY OF SAN BERNARDINO

LAKE ARROWHEAD COMMUNITIES
CHAMBER OF COMMERCE

By: _____
Chairman, Board of Supervisors

Date: _____

By: _____
Authorized Signature

Printed Name

Title

Date

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

EARLENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM

ALAN K. MARKS
County Counsel

By: _____
Deputy County Counsel

Date: _____